Generally speaking, cohabitation and general repute raise a presumption of marriage, 1 Bishop, Marriage, Divorce, and Separation § 77; 4 Wigmore, Evidence § 2505 (1), especially where the bastardy of children is involved; since the policy of the law favors legitimacy and morality. *Teter* v. *Teter* (1884) 101 Ind. 129. But, when this presumption will result in holding a person guilty of a crime, such as bigamy, it is overcome by the counter presumption of innocence. *Bowman* v. *Little* (1905) 101 Md. 273, 61 Atl. 223, 657, 1084; *State* v. *Cooper* (1891) 103 Mo. 266, 15 S. W. 327; *Case* v. *Case* (1861) 17 Cal. 598. Accordingly, it has been held that, where miscegenation is a crime, as it is in most Southern states to-day, a marriage between a negro and a white person will not be presumed. *Armstrong* v. *Hodges* (1841) 41 Ky. 69; see *Oldham* v. *McIver* (1878) 49 Tex. 556. In the principal case, however, there was apparently no statutory impediment when the cohabitation began, and the reasoning of the bigamy cases cannot, therefore, be invoked. What few decisions on the point exist intimate that, where no criminality is involved, the presumption of marriage would arise; see *Dickerson* v. *Brown* (1873) 49 Miss. 357; *Bonds* v. *Foster* (1872) 36 Tex. 68; but none of these can be considered authority for the proposition. A Scotch court refused to presume a marriage between a noblewoman and her footman. See Bishop, *op. cit.* § 361. This situation is analogous to that of master and slave in this country. See *Armstrong* v. *Hodges, supra; Omohundro's Estate* (1870) 66 Pa. 113. Since the presumption under consideration is merely a rule of evidence, invoked to uphold what society regards as moral and decent, the principal case may readily be sustained, especially in view of the shock which bigential marriages occasion to the moral sensibilities of a Southern community.

GIFTS—INTER VIVOS—SHARES OF STOCK.—The owner of shares of stock in a bank wrote to its president, expressing her intention of making a present gift of $1,000 worth of said stock, and ordering him to make out and transfer to the intended donee a certificate for the same. He accepted the order, but suggested that a gift of $1,000 in money be substituted. The owner died before anything further was done. *Held,* there was a valid gift *inter vivos* of the shares of stock. *Estate of Carter* (Pa. O. C. 1918) 35 Lancaster Law Rev. 89.

To constitute a valid gift *inter vivos,* two elements must be present: first, an intention to make a gift; second, a surrender by the donor of dominion over the subject matter of the gift, and an investiture of the donee with control over it. *Reese* v. *Philadelphia Trust Co.* (1907) 218 Pa. 150, 67 Atl. 124. This may be done by a manual tradition of the object to the donee, *Newman* v. *Bost* (1898) 122 N. C. 524, 29 S. E. 848, or to some third party for him; *Nolen* v. *Harden* (1884) 43 Ark. 307; but this is not the only mode of transfer. A gift of a chose in action, which is not susceptible of physical delivery, may be made if the donor does something which amounts to a virtual relinquishment of control over the property. *Commonwealth* v. *Crompton* (1890) 137 Pa. 138, 20 Atl. 417; Schouler, Personal Property (5th ed.) § 87; *cf. Grover* v. *Grover* (1837) 41 Mass. 261. So a transfer of shares of corporate stock, in the name of the donee, on the books of the company, by which legal title is vested in the transferee, will constitute such an act. *Roberts' Appeal* (1877) 85 Pa. 84. Even where the donor delivers the certificate of stock with a power of attorney, *Reese* v. *Philadelphia Trust Co., supra,* or only the stock certificate, in which

case a power of attorney is implied, *Bond* v. *Bean* (1904) 72 N. H. 444, 57 Atl. 340; *First Nat'l. Bank* v. *Holland* (1901) 99 Va. 495, 39 S. E. 126; *Gilkinson* v. *Third Ave. R. R.* (1900) 47 App. Div. 472, 63 N. Y. Supp. 792; *contra, Matthews* v. *Hoagland* (1891) 48 N. J. Eq. 455, 21 Atl. 1054, but does not make a transfer on the books of the corporation, the courts in the majority of American jurisdictions will consider it a valid gift. And this is sound on principle, since the donee either has been given legal title, or has the power to obtain legal title without further aid from the donor. See 17 Columbia Law Rev. 256. An assignment to the donee, with a power of attorney, but without the delivery of the certificates, has upon similar grounds been held effective as a present gift. *De Caumont* v. *Bogert* (N. Y. 1885) 36 Hun. 382. The court in the instant case seems to have properly applied the principle herein stated in holding that an assignment to the intended donee coupled with a power of attorney to a third person to transfer the stock constitutes a valid gift *inter vivos*.

INTOXICATING LIQUORS—LOCAL OPTION—INCORPORATION OF VILLAGE OUT OF DRY TERRITORY.—The village board of a village incorporated wholly out of territory dry by local option granted a license for the sale of intoxicating liquors therein. *Held,* that such license was void. *State ex rel. McKay* v. *Randall* (Wis. 1917) 165 N. W. 301.

The great weight of authority supports the decision in the principal case in holding that the result of the adoption of local option is to fix for the statutory period the status of the entire territory covered, *Higgins* v. *State* (1885) 64 Md. 419, 1 Atl. 876; *McGriff* v. *State* (1913) 66 Fla. 332, 63 So. 724; but *cf. State* v. *Donovan* (1910) 61 Wash. 209, 112 Pac. 260, this view having also received the support of the text-writers. See 1 Woollen and Thornton, Law of Intoxicating Liquors, § 548. In accord with this principle it has been held that, there being nothing to the contrary expressed, a greater political subdivision, *e. g.,* a county, will include a lesser, *e. g.,* a town within the county, in respect to the application of a local option law. *In re O'Brien* (1904) 29 Mont. 530, 75 Pac. 196; *cf. Ex parte Fields* (1898) 39 Tex. Cr. 50, 46 S. W. 1127. Similarly, a mere change of name will not alter the status of a subdivision, *State* v. *Cooper* (1888) 101 N. C. 684, 8 S. E. 134, nor a change of boundary, *Prestwood* v. *State* (1889) 88 Ala. 235, 7 So. 259, nor a change in the corporate form of government. *Smith* v. *Walker* (1909) 173 Ind. 239, 89 N. E. 862; but *cf. State* v. *Donovan, supra. A fortiori* the removal of part of a dry district does not affect the part which remains. *Jones* v. *State* (1887) 67 Md. 256, 10 Atl. 216. Although part of the subdivision in which local option is in force is annexed to another subdivision in which it is not, the local option law has been held to remain in effect in the part so annexed. *Ex parte Pollard* (1907) 51 Tex. Cr. 488, 103 S. W. 878; but *cf. Village of American Falls* v. *West* (1914) 26 Idaho, 301, 142 Pac. 42. It is submitted, therefore, that the holding of the principal case is sound and best expresses the intention of the legislature.

MASTER AND SERVANT—AUTOMOBILES—DANGEROUS INSTRUMENTALITIES.—The defendant rented an automobile from a garage owner for a period of three months, the rental price to include the services of a chauffeur. The chauffeur was to take all orders from the defendant. *Held,* the defendant was liable for injuries to a third person caused by the negli-